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PRIVATISATION AGENCY OF KOSOVO

KOSOVO PRIVATIZATION AGENCY

SOE “Inex Sharrplanina” – Brezovica Ski Centre (under Direct Administration)

INVITATION TO TENDER

Supply, Installation, Testing and Commissioning of Two Complete Used or Refurbished Surface Ski Lifts (Plate/T-Bar Type) at the Brezovica Ski Centre

Contracting Authority:

SOE “Inex Sharr Planina – Brezovica Ski Centre” under the administration of the Kosovo Privatization Agency (KPA)

Procurement Reference: 03/2026

Place of Performance: Brezovica Ski Centre, Republic of Kosovo

INVITATION TO TENDER

SOE “Inex Sharr Planina – Brezovica Ski Centre”, under the administration of the Kosovo Privatization Agency, invites qualified and experienced economic operators to submit their bids for:

“Supply, installation, testing and commissioning of two complete used or refurbished surface ski lifts, Plate/T-Bar type, at the Brezovica Ski Centre.”



TERMS OF REFERENCE (ToR)

Supply, Installation, Testing and Commissioning of Two Complete Used or Refurbished Surface Ski Lifts (Platter/T-Bar Type) at Brezovica Ski Centre

PART I — PROJECT AND TECHNICAL REQUIREMENTS

1. Background and objective

SOE “Inex Sharr Planina – Brezovica” Ski Centre intends to restore the operation of two existing surface ski lifts within the ski resort area. The objective is to obtain two complete, safe, reliable and maintainable surface lifts suitable for commercial winter operation.

The project shall be implemented solely by supplying, installing, testing and commissioning two complete used or professionally refurbished surface lifts. Existing route and site information is provided only for verification of interfaces and installation requirements. The bidder shall not base compliance, scope or price on the reuse of existing lift equipment or infrastructure unless a specific ancillary civil or interface item is expressly identified in the tender documents and approved in writing.

The procurement shall result in one contract with one Contractor responsible for the full result, including surveys, design where required, supply, transport, customs, installation, civil and electrical interfaces, testing, independent inspection support, commissioning, training, documentation, warranty and final handover.

2. Scope and single-point responsibility

The Contractor shall provide everything reasonably necessary to deliver two complete and operational lifts, whether or not every incidental item is expressly listed. The scope includes:

- inspection, measurements and technical assessment of the existing installations and proposed equipment;
- a documented Rehabilitation and Implementation Plan for each lift;
- design calculations, drawings, interfaces and method statements required for execution;
- dismantling, refurbishment, repair or replacement of unsuitable components;
- supply of all mechanical, electrical, control, communication and safety equipment;
- packing, loading, transport, customs clearance, delivery and unloading as allocated in Section 11;
- installation, alignment, rope works, electrical connection and system integration;
- protection and lawful disposal or handover of removed materials;
- inspection, testing, commissioning and correction of non-conformities;
- training of operators, maintenance staff and rescue personnel;
- as-built documents, manuals, certificates, spare-parts lists and warranty support; and
- support for all inspections, permits and authorisations required before passenger operation.



The Contractor remains responsible for its design, workmanship, suppliers and subcontractors. Review, comment, witnessing, assistance or payment by the Contracting Authority does not transfer this responsibility.

3. Permitted implementation option

3.1 Complete used or refurbished surface lifts

The bidder shall offer complete used or professionally refurbished Platter and/or T-Bar surface-lift systems from a recognised ropeway manufacturer. Each proposed lift shall be a technically coherent system intended for safe commercial passenger operation after installation and commissioning. The offer shall identify the manufacturer, model, year of manufacture, serial numbers where available, previous location and operating history, route data, present ownership and location, and shall include available maintenance, inspection, repair and incident records.

Before shipment, the Contractor shall carry out and document a detailed technical and functional inspection of the complete equipment, including safety-critical components and subsystems. The Contractor shall identify and replace or professionally refurbish all missing, worn, damaged, life-expired, incompatible or obsolete components necessary to achieve safe operation, contractual performance and the required warranty. Painting, cleaning or cosmetic restoration alone shall not constitute refurbishment. Equipment offered or delivered on an “as-is” basis is not acceptable.

The offered equipment shall be functionally tested before shipment to the extent reasonably practicable and shall be fully tested after installation. The Tenderer shall provide a signed condition report, photographs, test records, a list of refurbished and replaced components, evidence of remaining serviceability and confirmation that spare parts and technical support are available during the warranty period and for the reasonable post-warranty period stated in the offer. Any inability to perform a complete pre-shipment functional test shall be clearly disclosed and justified and does not reduce the Contractor’s responsibility for final performance.

The supplied system shall include all equipment and accessories required for the proposed configuration, including drive and return stations, towers and assemblies, sheaves or rollers, haul rope, tensioning system, carriers or towing devices, loading and unloading arrangements, electrical and control equipment, communication, guards, signs, safety devices, commissioning spares and all interfaces necessary for a complete installation.

Following installation, each lift shall be complete, functional and free from safety-critical defects, shall successfully pass the inspections and tests required by these Terms of Reference and the competent independent body, and shall be covered by the full contractual warranty. Acceptance, pre-shipment inspection or review of records by the Contracting Authority does not relieve the Contractor of responsibility for suitability, completeness, safe functioning, latent defects or warranty obligations.

4. Site and route data to be confirmed

The data below shall be verified during the site visit and finally confirmed through the Contractor’s measurements. Approximate tender data do not relieve the Contractor from verification.



Parameter	Lift No. 1	Lift No. 2
Existing/proposed lift name	Munika	Livadhi Grek / Grcka Livada
Surface-lift type	[Platter/T-Bar]	[Platter/T-Bar]
Approximate route length	[450–550 m]	[450–550 m]
Bottom/top elevation	1750/ 1844 m	1700 /1813 m
Approximate vertical rise	94 m	113 m
Existing number/type of towers	6 pillars + 1 starting station + 1 end station	6 pillars + 1 starting station + 1 end station
Available electrical supply	[voltage/frequency/capacity]	[voltage/frequency/capacity]
Required minimum capacity	700 persons/hour	700 persons/hour
Required operating speed	minimum 2.0 m/s, subject to safe design	minimum 2.0 m/s, subject to safe design

Any material discrepancy discovered after award shall be notified immediately. Conditions that an experienced bidder could reasonably identify from the tender information or site visit do not justify an additional claim. A genuinely latent and unforeseeable physical condition shall be addressed only through the written contract change procedure.

5. Minimum performance and equipment requirements

Parameter	Minimum requirement
Type	Surface lift for skiers, Platter or T-Bar configuration
Manufacturer	Recognised ropeway manufacturer with identifiable equipment, technical documentation and sustainable spare-parts/service support; equivalent solutions are accepted
Year of manufacture	1990 or later, unless the Contracting Authority expressly accepts an older component on the basis of documented condition, residual life and independent inspection
Condition	Used or professionally refurbished; safe, functional, serviceable and suitable for the required operating life and warranty
Capacity	At least 700 persons/hour for each lift
Speed	At least 2.0 m/s, or a justified equivalent meeting the capacity and safety requirements
Drive	Normally at least 30 kW, or other calculated capacity adequate for the route, loading, weather and operating conditions
Tensioning	Hydraulic or technically equivalent proven solution with required monitoring and protection
Electrical compatibility	Compatible with available supply, including all necessary switchgear, protection, earthing, cabling and adaptations
Operating environment	Suitable for mountain winter conditions, snow, ice, wind, low temperature, moisture and outdoor exposure at Brezovica
Maintainability	Safe access, lubrication and inspection points, replaceable wear parts, manuals and spare-parts identification



Parameter	Minimum requirement
Remaining service capability	Supported by inspection and, for used equipment, a documented residual-life assessment of safety-critical components

The stated power, speed and route values are minimum/indicative requirements and do not replace the Contractor's engineering calculations. The Contractor shall select and verify the system so that the capacity and safety requirements are met without overloading components.

6. Basic legal and European technical framework

The completed lifts shall comply with mandatory legislation in force in the EU.

The Contractor shall apply basic European technical references, where relevant to a surface lift.

7. Safety systems and essential functions

Each lift shall have, as applicable to its design, at least:

- normal service braking and independent emergency braking;
- overspeed, rollback/reverse-motion and unintended-movement protection;
- rope-position/deropement detection and tower safety circuits;
- monitored emergency-stop devices at stations and designated points;
- tension monitoring and safe limit protection;
- motor, gearbox, bearing and electrical protection appropriate to the system;
- safe start-up logic, fault indication and controlled reset;
- audible/visual start warning and operating-status indication;
- guards and barriers for moving, rotating, electrical and public-access hazards;
- safe loading, towing and unloading geometry, signs and passenger guidance;
- backup/manual recovery arrangements where required by the design; and
- clearly documented emergency, evacuation and rescue procedures.

The safety circuit shall be fail-safe so far as reasonably practicable. Safety devices and interlocks shall not be bypassed during passenger operation. Any temporary bypass used solely for controlled testing shall be authorised, risk-assessed, supervised and recorded.

8. Stage 1 inspection and Rehabilitation Plan

After contract signature and before irreversible work, the Contractor shall perform a detailed baseline inspection of both routes and all equipment proposed for supply. The inspection shall include, as applicable:

- dimensional survey, route profile, tower position, verticality and alignment;
- visual and measured assessment of foundations, steelwork, anchors and corrosion;
- non-destructive testing of safety-critical steelwork, shafts, pins or welds where condition or history requires it;
- inspection of drive, gearbox, brakes, bearings, sheaves, tensioning and carriers;



- rope condition and documented decision to replace or retain;
- electrical installation, earthing, control and safety-circuit assessment;
- verification of serial numbers, documentation, maintenance history and component life limits; and
- identification of environmental, access, lifting and construction constraints.

Within [7] seven calendar days after completing the baseline inspection, the Contractor shall submit a separate condition report and Rehabilitation Plan for each lift. Every major component shall be classified as **retain**, **overhaul**, **repair** or **replace**, with reasons, evidence, proposed method and any effect on time or price.

This submission is a mandatory hold point. The Contracting Authority's acceptance coordinates the scope but does not assume design risk or approve extra payment unless a written Variation is issued in accordance with the contract.

9. Civil, structural and local support works

The Contractor shall define all civil and structural requirements, tolerances, loads, anchor details, concrete quality, curing, drainage, access and reinstatement necessary for its solution.

The Contracting Authority may provide locally available support only if it is clearly described, quantified and accepted in writing before execution. Possible support includes site clearance, excavation, backfilling, local materials, machinery, lifting assistance, temporary electricity and local logistics.

Before relying on Authority-provided work, the Contractor shall inspect it and notify visible defects or deviations. The Contractor remains responsible for correct technical requirements, setting-out data, timely supervision, interface compatibility, final integration and commissioning. It is not responsible for hidden defects in Authority-performed work that could not reasonably be discovered before incorporation, provided it gives prompt notice.

10. Electrical supply, control and interfaces

The Contractor shall verify the available power supply and include all equipment from the agreed connection point to the complete lift system: distribution boards, protection, starters/drives, cabling, control panels, earthing, lightning/surge protection where required, station lighting required for safe operation, and interfaces with emergency systems.

Control software and parameters shall be documented and backed up. The Contracting Authority shall receive administrator/service access necessary for lawful operation and maintenance. Undisclosed time locks, remote disabling, expiring access or dependency on a third party not identified in the offer are not permitted.

11. Transportation, customs and delivery

Unless the tender data expressly state otherwise, delivery shall be **SOE INEX Sharrplanina – Ski center Brezovica (Incoterms 2020)**. The Contractor shall include packing, loading, export and import formalities,



international and domestic carriage, transit, permits, duties, taxes, fees, unloading and protection until handover.

If the Contracting Authority agrees to provide unloading or lifting assistance, the precise equipment, capacity, operator, timing and allocation of risk shall be recorded before contract signature. Such assistance does not reduce the Contractor's responsibility for proper lifting points, lifting plan, supervision, equipment protection and safe delivery.

The Contractor shall inspect equipment before shipment, provide packing lists and photographs, and promptly repair or replace loss or transport damage.

12. Environmental and occupational safety requirements

The Contractor shall comply with minimum or basic of personnel protective measures and environmental requirements according to applicable laws in Republic of Kosovo.

13. Documentation and deliverables

The Contractor shall provide the following in English and, for operating/safety documents, unless the tender data state otherwise:

- baseline inspection reports and Rehabilitation Plans;
- design basis, calculations, route/profile and coordinated execution drawings;
- technical data sheets and component lists showing used, refurbished and replaced status;
- manufacturer instructions, declarations, certificates and traceability records;
- welding, material, non-destructive testing and torque/alignment records, where applicable;
- inspection and test plans, test procedures and signed results;
- as-built drawings and final cable/electrical/control schematics;
- operating, maintenance, inspection, emergency and rescue manuals;
- preventive-maintenance schedule and component life-limit register;
- spare-parts and special-tools lists with part numbers and suppliers;
- Sufficient training for operators
- warranty certificates and final handover dossier index.

Documents shall be provided in signed PDF and editable native formats. Drawings shall also be provided in a commonly usable editable format. The final dossier shall be indexed, searchable and cross-referenced to each lift.

14. Inspection, testing, commissioning and acceptance

The Contractor shall prepare an Inspection and Test Plan identifying hold points, acceptance criteria, responsible persons and records. The Contracting Authority and its commission shall have reasonable access to inspect the works and witness tests.

Testing shall include, as applicable:

- verification of foundations, towers, alignment, torque and rope geometry;



- electrical insulation, earthing, protective devices and control logic;
- safety-circuit and emergency-stop tests;
- service and emergency brake tests under required load cases;
- rollback/overspeed and fault-response tests;
- tensioning, rope tracking and deropement-safety tests;
- no-load and loaded operational tests over the required duration;
- loading/unloading, carrier behaviour, communication and signage checks; and
- practical emergency and rescue drill.

Failed tests and non-conforming work attributable to the Contractor shall be corrected and retested at the Contractor's cost.

14.1 Taking-Over

The Contractor may request Taking-Over only after successful tests, closure of safety findings, completion of training and delivery of the handover dossier. The Authority's acceptance commission shall issue a reasoned certificate or rejection. Minor punch-list items may remain only if they do not affect safety, compliance, essential use, performance or maintainability and have an agreed correction deadline.

There shall be no deemed acceptance through silence, payment, testing or partial use.

14.2 Passenger operation

Passenger transport may begin only after inspection acceptance by contractor's commission.

15. Training, initial operation and technical support

The Contractor shall provide practical and classroom training for at least 4 operators, 4 maintenance staff. Training shall cover normal operation, daily checks, fault response, emergency stops, evacuation/rescue, preventive maintenance, record keeping and seasonal start-up/shutdown.

The Contractor shall provide on-site technical support during initial operation for at least [4] operating days and shall identify a 24/7 contact for safety-critical warranty events. Training shall be repeated without additional charge where the initial delivery is materially insufficient or a major control-system change is made during warranty.

16. Spare parts, special tools and supportability

The offer shall include commissioning spares, normal first-season consumables, special tools and a priced recommended spare-parts list for at least two [2] years. The bidder shall identify parts that are obsolete, proprietary, subject to long lead times or dependent on a single supplier.

The Contractor shall demonstrate a reasonable supply and technical-support route for safety-critical and routine parts. Lack of an available original part may be addressed by an engineered equivalent only with documented compatibility and approval.



17. Warranty and Defects Notification Period

The minimum warranty/Defects Notification Period shall be the later of:

- Two (2) complete winter operating seasons after Taking-Over; or
- 1,000 operating hours for the relevant lift,

unless a longer period is stated in the tender data or offered by the Contractor.

The warranty covers defects in design, materials, refurbishment, workmanship, installation and integration. The Contractor shall correct defects at its own cost, excluding travel, dismantling, transport, reinstallation and retesting. A repaired or replaced item shall carry a new 12-month warranty or the remainder of the original period, whichever is longer.

For a safety-critical defect, the Contractor shall acknowledge notice within four hours, provide immediate safety advice and mobilise within 24 hours where local support is sufficient or within 72 hours where specialist international mobilisation is objectively necessary. Warranty exclusions apply only to the extent the Contractor demonstrates fair wear, misuse, unauthorised modification or failure to follow the manuals as the cause.



PART II — PROCUREMENT AND CONTRACTUAL REQUIREMENTS

18. Eligibility and minimum technical capacity

Bids may be submitted by a single economic operator, joint venture/consortium or lead contractor with specialist subcontractors. A company offering only installation shall demonstrate a binding arrangement with a qualified lift supplier or specialist.

The bidder shall demonstrate, without unnecessarily restricting competition:

- lawful business registration and eligibility under the applicable procurement regime;
- at least [3] years of relevant activity in ropeway/surface-lift supply, rehabilitation, installation or major maintenance, either directly or through the proposed consortium/specialist;
- access to a qualified mechanical/ropeway engineer, electrical/control engineer and site safety responsible person;
- availability of installation, testing and warranty-support resources; and
- absence of mandatory exclusion grounds, conflicts of interest and prohibited conduct.

Equivalent evidence from consortium members or approved subcontractors may be relied upon where permitted, but the lead Contractor remains fully responsible. Qualification requirements shall be applied proportionately and only to the scope for which the capacity is needed.

19. Mandatory contents of the bid

The bid shall contain, separately for each lift where appropriate:

- completed technical compliance schedule, with every deviation clearly stated;
- proposed implementation option and technical narrative;
- manufacturer, model, year, previous location and present condition/location;
- photographs, serial numbers where available, maintenance history and ownership evidence;
- preliminary route/layout/profile and interface assumptions;
- component list identifying used as supplied, refurbished or replaced status;
- preliminary condition and residual-life assessment for used equipment;
- installation, lifting, rope-work, testing and commissioning methodology;
- allocation matrix for any local support requested from the Authority;
- programme with inspection, procurement, delivery, installation, testing and handover milestones;
- organisation chart, key personnel, subcontractors and responsibility allocation;
- warranty, response times, spare-parts and technical-support proposal;
- complete price schedule for each lift and combined total price; and
- all legal, administrative and financial documents required by the tender dossier.

The bidder shall identify assumptions, exclusions and information required from the Authority. An unstated exclusion shall not be introduced after award.



20. Site visit and tender information

A site visit is strongly recommended and shall be arranged on [date/time or procedure]. All bidders shall receive equal access and material clarifications shall be issued to all participants through the official procurement channel.

The Authority shall provide available photographs, videos, drawings and records without warranty as to completeness or accuracy, except where expressly guaranteed. The bidder shall make its own reasonable assessment.

Failure to visit does not in itself justify additional payment or time for matters reasonably observable during an offered site visit. This does not exclude relief for a genuinely latent physical condition that could not reasonably have been discovered and is treated under the written contract procedure.

21. Clarifications, submission and opening

Requests for clarification may be submitted from **14 September** until **29 September 2026** through the official channel stated in the tender notice. Answers and amendments that may affect bids shall be issued equally to all bidders and sufficiently before the deadline.

Tenders shall be submitted no later than **29 September at 10:00**, using the method stated in the tender dossier. Late or improperly submitted tenders shall be handled under the applicable procurement regime.

The opening shall take place on **29 September 2026 at 10:30** at Privatisation Agency of Kosovo main offices. The opening committee shall prepare and sign minutes and disclose only information permitted by the applicable rules.

Submission address by envelope:

Privatization Agency of Kosovo

Rr. Dritan Hoxha No. 55, 10000 Prishtina, Republic of Kosovo

Public Relations Office

Electronic Submission (e-mail address):

at info@pak-ks.org

22. Evaluation and award

The contract shall be awarded to the **lowest-priced substantially responsive tender** that meets all mandatory legal, administrative, eligibility and technical requirements, subject to the applicable procurement rules.

Evaluation shall proceed in the following order:

1. timely and administratively compliant submission;
2. eligibility and exclusion checks;
3. minimum technical capacity;
4. compliance with mandatory technical and contractual requirements;



5. clarification/verification where legally permitted; and
6. comparison of the evaluated total price for both complete lifts.

No material technical deficiency may be cured by a clarification that would amount to a new or materially changed tender. Arithmetic correction, abnormally low tender review and verification of supporting information shall follow the applicable rules.

The Authority may verify the proposed equipment at its present location or storage facility. Verification does not transfer responsibility and the bidder shall facilitate reasonable access. All bidders shall be treated equally.

23. Contract period and programme

The Contractor shall complete both lifts within **45 calendar days** from the contractual commencement date, including testing, independent inspection support, training and handover documentation. The proposed programme shall identify any weather-sensitive activities and the latest dates required for safe completion before the winter season.

Extensions of time shall be granted only for grounds and through procedures stated in the contract, including Authority-caused delay, approved Variation, genuinely unforeseeable condition, suspension not attributable to the Contractor or Force Majeure. No automatic fixed extension applies. The Contractor shall notify promptly, substantiate the critical-path effect and mitigate delay.

Unjustified delay shall be subject to liquidated damages specified in the contract, recommended at **0.10% of the Contract Price per calendar day**, capped at **10%**, without double recovery.

24. Suggested payment milestones

Any advance payment shall be subject to an unconditional advance-payment guarantee for the full amount and shall be recovered proportionally from interim payments. The final tender dossier shall complete percentages totalling 100% of the Contract Price.

Milestone	Minimum evidence	Payment
M1 — Baseline inspection and accepted Rehabilitation Plans	Reports, measurements, condition classification and released hold point for both lifts	[20]%
M2 — Approved execution documentation and equipment readiness	Coordinated drawings/calculations, component records and pre-shipment inspection	[20]%
M3 — Delivery to site	Complete conforming equipment delivered, inventoried, protected and insured	[20]%
M4 — Mechanical and electrical completion	Installation records, quality dossier and pre-commissioning checks	[20]%
M5 — Successful testing and independent inspection	Signed test results, closure of safety findings and inspection report	[10]%



Milestone	Minimum evidence	Payment
M6 — Taking-Over	Complete dossier, training, spares/tools and Taking-Over Certificates for both lifts	[10]%

The Authority shall certify or give reasoned comments on a complete payment request within [10] working days and pay certified undisputed amounts within [30] days of a valid invoice, subject to mandatory treasury rules where applicable. Defective, incomplete or undocumented work may be withheld proportionately; the undisputed balance shall be paid.

25. Performance security, retention and insurance

The successful Contractor shall provide an unconditional performance security equal to **10% of the Contract Price**, unless another percentage is lawfully stated in the tender dossier. It shall remain valid until at least 30 days after Taking-Over. A defects/warranty security of [5]% may replace it for the Defects Notification Period.

If retention is used, it shall not duplicate the same secured risk unreasonably. The rate and total cap shall be stated in the contract, with release conditions at Taking-Over and Final Acceptance.

Insurance does not limit contractual liability.

26. Variations and unforeseen work

No change to scope, price or completion time is valid unless issued or confirmed in writing by an authorised representative and permitted by the applicable procurement regime. The Contractor shall submit the technical, safety, price and programme effects before execution, except for immediate measures necessary to protect life or property.

Variations shall be valued using applicable contract rates, analogous rates or reasonable documented cost plus the agreed mark-up. No Variation may be used to circumvent competition, materially alter the procurement outcome or exceed legal amendment limits.

27. Contract management and acceptance commission

The Contracting Authority shall appoint a Contract Manager/Supervisor in writing, with defined authority for instructions, certification, records and change recommendations. Only the authorised signatory identified in the contract may approve a change to price, scope or time.

In accordance with the applicable PAK procurement procedures, the Authority shall appoint the required commission for inspection and handover of works. Technical acceptance shall be documented by signed minutes and certificates. The commission's acceptance does not waive latent defects, fraud, warranty obligations or regulatory requirements.

28. Subcontracting

All proposed subcontractors and their scope/value shall be disclosed. Subcontracting requires prior written approval and does not release the Contractor from responsibility. Where PAK Regulation No.



04/2025 applies, total subcontracting shall not exceed **40% of the Contract value**. Replacement of an entity relied upon for qualification requires equivalent capacity and lawful approval.

29. Confidentiality, data and intellectual property

Tenderers shall protect non-public technical, commercial, security and personal information and comply with applicable Kosovo data-protection law. Confidentiality does not prevent disclosure required by procurement transparency, audit, law or a competent authority.

Pre-existing intellectual property remains with its owner. Project-specific reports, drawings and as-built documents paid for under the contract shall belong to the Ski Centre to the extent permitted by law. For any embedded manufacturer or Contractor intellectual property, the Contractor shall grant the Authority and successor operator a perpetual, royalty-free licence for operation, maintenance, repair, modification and future procurement of the lifts.

30. Complaints and review procedure

An economic operator claiming a violation may use the complaint/review procedure, competent body and deadlines stated in the tender dossier and the procurement regime identified on the first page. The dossier shall not combine remedies from two different regimes.

Where PAK Regulation No. 04/2025 applies, complaints and any standstill shall be handled by the bodies and within the deadlines prescribed by that Regulation. Where Law No. 04/L-042 applies, the statutory public-procurement review mechanisms and deadlines apply. Contractual disputes after signature are separate and shall be resolved under the contract and Kosovo law.

31. Integrity, conflict of interest and audit

Tenderers and the Contractor shall not offer or accept bribes, collusive arrangements, prohibited gifts or undisclosed conflicts. Actual or potential conflicts shall be disclosed promptly.

The Contractor shall maintain complete records supporting performance and payment for at least five years after Final Acceptance, or longer if required by law, and permit audit by the Contracting Authority, PAK and other legally authorised bodies. False certification, manipulation of tests or obstruction of audit constitutes a material breach.

32. Governing law and contractual disputes

The procurement and contract shall be governed by the mandatory laws of the Republic of Kosovo. The contract shall provide for good-faith negotiation and, if appropriate, non-binding technical expert review before litigation. Unresolved contractual disputes shall fall within the jurisdiction of the competent Commercial Court of the Republic of Kosovo.



ANNEX 1 — BIDDER TECHNICAL COMPLIANCE SCHEDULE

The bidder shall reproduce and complete the schedule for each lift. “Comply” without supporting reference is insufficient where evidence is requested.

Requirement	Lift No. 1 response / evidence	Lift No. 2 response / evidence	Deviation
Implementation option	[•]	[•]	[none / describe]
Manufacturer/model/year	[•]	[•]	[•]
Previous and current location	[•]	[•]	[•]
Route length/vertical rise	[•]	[•]	[•]
Capacity and speed	[•]	[•]	[•]
Drive power/calculation	[•]	[•]	[•]
Tensioning arrangement	[•]	[•]	[•]
Used/refurbished/replaced components	[attach list]	[attach list]	[•]
Safety functions	[reference]	[reference]	[•]
Documentation and service history	[reference]	[reference]	[•]
Warranty/support	[•]	[•]	[•]
Delivery and completion period	[•]	[•]	[•]



ANNEX 2 — RESPONSIBILITY ALLOCATION FOR LOCAL SUPPORT

Any row left blank is the Contractor's responsibility. Authority support applies only when accepted in writing before contract signature.

Activity/resource	Contractor responsibility	Authority support, if accepted	Technical information/deadline
Site preparation/access	[•]	[•]	[•]
Excavation/backfilling	[•]	[•]	[•]
Concrete/foundations	[•]	[•]	[•]
Local machinery/lifting	[•]	[•]	[•]
Temporary power	[•]	[•]	[•]
Unloading/storage/security	[•]	[•]	[•]
Waste/scrap disposal	[•]	[•]	[•]



ANNEX 3 — MINIMUM HANDOVER CHECKLIST

- successful completion of approved inspections and tests for both lifts;
- required permits/authorisations or documented conditions precedent to operation;
- complete as-built, operating, maintenance and rescue documentation;
- Sufficient training of operators and maintaining staff;
- spare parts, consumables and special tools delivered;
- punch-list items classified and given firm deadlines;
- warranty start date, operating-hour baseline and support contacts recorded; and
- signed Taking-Over minutes/certificates and asset inventory.

Declaration under oath

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

Contracting Authority: SOE "Inex Sharr Planina – Brezovica", under the administration of the Privatization Agency of Kosovo

Reference: 03/2026 | Lifts: Munika and Livadhi Grek / Grcka Livada

Prevailing language: English for foreign companies apart Croatia, Serbia, BeH and Montenegro

1 Identification of the economic operator

Economic operator legal name: [complete]

Country of establishment and full address: [complete]

Registration number and issuing authority: [complete]

Tax / VAT number and issuing country, where applicable: [complete]

Contact person, telephone and email: [complete]

2 Eligibility declaration

I, the undersigned, as authorised representative of the economic operator identified above, declare under oath that the operator and relevant persons meet the eligibility requirements in the tender dossier and are not subject to exclusion grounds under the procurement regime identified therein.

Where this procedure is conducted under Law No. 04/L-042 on Public Procurement, as amended, I confirm that I have read the requirements of Article 65 and that the economic operator meets them. This reference does not change the regime identified in the final dossier.

I declare that we have not offered bribes, entered into collusive arrangements or concealed a conflict of interest. Any actual or potential conflict or relevant change will be promptly disclosed to the Authority.

I accept liability and the possibility of criminal and civil sanctions, fines, penalties and damages where a materially inaccurate or misleading document or statement is submitted intentionally or negligently.

Declaration under oath

3 Evidence and foreign operators

We undertake to submit supporting evidence in accordance with the requirements, stage and deadline in the dossier and applicable rules. This declaration does not automatically replace documents required for verification.

A foreign operator submits equivalent registration, tax and judicial-status documents issued by competent authorities in its country of establishment, as required by the dossier. Documents in other languages must be accompanied by a translation into a language accepted by the dossier.

Where a document is not issued or does not cover a required circumstance, the operator must identify it precisely, explain its unavailability and provide admissible alternative evidence. A substitute declaration is accepted only under the applicable regime.

Document / circumstance and reason, only if applicable: [complete]

Alternative evidence and relevant authority: [complete]

Attachments and page count: [complete]

For a consortium, each member submits its own declaration. For other entities, a declaration is required to the extent specified in the dossier and applicable rules.

4 Signature

Representative's full name: [complete]

Position and authority to sign: [complete; attach authorisation where required]

Place and date: [complete]

Signature: _____

Stamp, if used under the operator's legal practice: _____

Tender submission form

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

Contracting Authority: SOE "Inex Sharr Planina – Brezovica", under the administration of the Privatization Agency of Kosovo

Reference: 03/2026 | Lifts: Munika and Livadhi Grek / Grcka Livada

Prevailing language: English for foreign companies apart Croatia, Serbia, BiH and Montenegro

For physical submission where permitted by the dossier. For submission through the electronic system, use the system-generated form; attach this document only if required. Email submission is permitted only where expressly allowed by the regime and final notice.

1 Offer and acceptance of documents

In response to the invitation, we offer full performance for both lifts in accordance with the ToR and final dossier, including published addenda and clarifications. The offer is for one contract covering both systems; the price breakdown by lift does not create lots.

We have reviewed and accept the mandatory requirements. Every technical clarification, assumption or deviation is identified in the compliance schedule and is not accepted merely because it is disclosed. We do not offer equipment on an "as-is" basis without functional responsibility or reconstruction based on reuse of existing installations, except ancillary interfaces expressly permitted by the dossier.

2 Price and validity

Total including applicable VAT: [complete] EUR

Total in words: [complete]

Financial offer form reference: [complete]

Validity: [complete in accordance with dossier] days from the final submission deadline.

Tender submission form

3 Completion and contractual commitments

We will complete both lifts within 45 calendar days of the contractual commencement date, including testing, independent inspection support, training and handover documentation. Acceptance is governed by the contract and is not implied by silence, payment or partial use.

We accept the minimum warranty under ToR Section 17: until both thresholds have been met, two complete winter operating seasons after Taking-Over and 1,000 operating hours for the relevant lift, unless a longer period is offered or required. Intervention costs are allocated in the final contract conditions.

If selected, we will provide performance security of 10% of the Contract Price, unless another percentage is lawfully specified in the dossier, valid for at least 30 days after Taking-Over. Any advance is conditional on an unconditional guarantee for its full amount. Warranty security and retention apply only as specified in the final dossier.

4 Organisation and responsibility

Participation: [single operator / consortium]

Consortium leader, if applicable: [complete]

Members, country of establishment and work share: [attach list]

Subcontractors, country, scope and value / percentage: [attach list]

The Contractor remains responsible for the complete result, suppliers and subcontractors. Subcontracting follows ToR Section 28; the 40% limit applies where PAK Regulation No. 04/2025 applies.

Tender submission form

5 Participation declarations

We confirm that we have not submitted another bid for the same contract contrary to participation rules. For a consortium, all members confirm participation, joint and several responsibility for the bid and performance, and the leader's authority. Attach the agreement and declaration signed by each member; a subcontractor is not treated as a consortium member.

We will promptly report relevant changes and provide requested evidence. We accept the consequences of false statements under the applicable regime. The Authority may cancel the procedure only under the relevant rules; this form does not authorise a partial award for one lift or limit statutory review rights.

6 Identification and signature

Economic operator legal name: [complete]

Country of establishment and full address: [complete]

Registration number and issuing authority: [complete]

Tax / VAT number and issuing country, where applicable: [complete]

Contact person, telephone and email: [complete]

Representative's full name: [complete]

Position and authority to sign: [complete; attach authorisation where required]

Place and date: [complete]

Signature: _____

Stamp, if used under the operator's legal practice: _____

List of attached documents and acknowledged clarifications: [complete]

Offer form

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

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1 Economic operator details

Economic operator legal name: [complete]

Country of establishment and full address: [complete]

Registration number and issuing authority: [complete]

Tax / VAT number and issuing country, where applicable: [complete]

Contact person, telephone and email: [complete]

2 Offer price in euro

Complete the price for each lift and the combined total. Attach the detailed price schedule. Allocate shared costs only once; the two rows do not constitute lots.

System	Incl VAT EUR
Munika	[complete]
Livadhi Grek	[complete]
TOTAL	[complete]

Total in words: [complete]

VAT rate and basis / tax treatment: [complete]

Offer date: [complete]

Validity under the dossier: [complete] days from the final submission deadline.

Do not enter zero VAT solely because the company is foreign. Distinguish import VAT from invoice VAT in the schedule without double counting. VAT rate is 18% according to the Tax law applicable in the Republic of Kosovo.

Offer form

3 Price coverage and importation

The price covers the full result under the ToR: inspection, design where required, equipment and refurbishment, packing, loading, transport, export and import formalities, duties and taxes, unloading, installation, civil and electrical interfaces, testing, independent inspection support, training, documentation and contractual warranty obligations.

Delivery location: Brezovica Ski Centre, sites specified in the dossier.

Exact delivery term under the dossier: [complete]

Proposed importer and customs representation: [complete]

Local support requested from the Authority: [none / attached matrix reference]

Authority support applies only if expressly accepted in writing and reflected in the final documents. The offer does not assume unconfirmed support or undisclosed exclusions. The recommended two-year spare-parts list is priced separately; the total includes mandatory parts, tools and consumables under the ToR, while optional items are clearly identified.

4 Declaration and signature

We offer performance under the dossier, at the stated price, within 45 calendar days of contractual commencement. The offer binds us throughout its validity. Prices in this form, the schedule and submission form must agree; errors are handled only under the dossier and applicable rules.

Representative's full name: [complete]

Position and authority to sign: [complete; attach authorisation where required]

Place and date: [complete]

Signature: _____

Stamp, if used under the operator's legal practice: _____

Request for additional information

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

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Reference: 03/2026 | Lifts: Munika and Livadhi Grek / Grcka Livada

Prevailing language: English for foreign companies apart Croatia, Serbia, BeH and Montenegro

To: the Contracting Authority, through the official channel specified in the final notice. Having reviewed the dossier, we request the following clarifications.

Operator name and country of establishment: [complete]

Address, contact person and email: [complete]

Request reference and date: [complete]

Information requested

No.	Document and clause	Question and information requested
1	[complete]	[complete]
2	[complete]	[complete]

Identify the relevant lift and ToR reference where applicable. Use a numbered attachment for further questions. Submit within the published clarification deadline; answers and amendments affecting bids are communicated equally to all tenderers. This request does not itself extend the tender deadline.

Representative name and position: [complete]

Date and signature: _____

Stamp, if used: _____

Request for business confidentiality

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

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Reference: 03/2026 | Lifts: Munika and Livadhi Grek / Grcka Livada

Prevailing language: English for foreign companies apart Croatia, Serbia, BeH and Montenegro

To: the Contracting Authority. We request confidential treatment only of the information precisely identified below, under ToR Section 29 and applicable rules.

1 Applicant details

Economic operator legal name: [complete]

Country of establishment and full address: [complete]

Registration number and issuing authority: [complete]

Tax / VAT number and issuing country, where applicable: [complete]

Contact person, telephone and email: [complete]

2 Information for which protection is requested

Document / file name: [complete]

Page, clause, table and exact passage: [complete]

Description of information: [complete]

Information owner, if a third party: [complete]

Basis for business-confidential treatment: [complete]

For each additional category of information, attach a sheet with the same details. Do not automatically mark the entire tender as confidential.

Request for business confidentiality

3 Harm justification and protective measures

We declare that the identified information is not public and that reasonable measures have been taken to protect it against disclosure. Public access would materially harm our legitimate commercial interests for the specific reasons set out below.

Nature of harm and link to disclosure: [complete]

Measures taken to preserve confidentiality: [complete]

Requested duration of protection and reasons: [complete]

Supporting evidence: [complete]

4 Limits of the request

This request does not prevent mandatory legal disclosure, procurement transparency, audit or access by competent bodies. Information required to be public is not protected merely by a “confidential” marking. The Authority decides the request under the applicable regime; submission does not guarantee approval.

Where the dossier requires a public-access copy, submit a copy with the passages claimed confidential redacted, together with the complete version for evaluation. Do not remove information from the version examined by the Authority.

Representative's full name: [complete]

Position and authority to sign: [complete; attach authorisation where required]

Place and date: [complete]

Signature: _____

Stamp, if used under the operator's legal practice: _____

Contract award criteria

Supply, installation, testing and commissioning of two complete used or professionally refurbished surface ski lifts, Platter or T-Bar type, at Brezovica Ski Centre

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1 Sole award criterion

The contract is awarded to the tenderer with the lowest evaluated total price for both complete lifts whose bid meets all mandatory legal, administrative, eligibility, technical and contractual requirements of the dossier. Quality and capacity are assessed as pass/fail requirements, without additional points or undisclosed weights. There is no separate award by lift.

2 Evaluation sequence

1. Timely submission and administrative compliance.
2. Eligibility and absence of exclusion grounds.
3. Minimum technical and professional capacity.
4. Compliance with mandatory ToR and contractual requirements.
5. Permitted clarifications and verification.
6. Comparison of the evaluated total price for both lifts.

A material deficiency cannot be cured by a clarification creating a new or materially changed tender. Arithmetic errors, abnormally low tenders and equal prices are handled under published rules and the applicable regime. The lowest price does not compensate for technical non-compliance.

3 Experience and resources under ToR Section 18

At least 3 years of relevant activity are required, as confirmed in the final dossier, directly or through the proposed consortium / specialist; access to a mechanical/ropeway engineer, electrical/control engineer and site safety responsible person; and installation, testing and warranty resources. An installation-only operator must demonstrate a binding arrangement with the relevant supplier or specialist.

Contract award criteria

4 Technical compliance with the ToR

Requirement	Minimum / verification
Scope	Two complete used or professionally refurbished Platter / T-Bar systems. No “as-is” offer.
Identification	Manufacturer, model, year, available serial numbers, ownership, location and history. Year 1990 or later, with a documented exception only as allowed by the ToR.
Capacity and speed	At least 700 persons/hour per lift; at least 2.0 m/s or a justified equivalent under the ToR.
Drive and tensioning	Normally at least 30 kW or adequate calculated power; hydraulic or equivalent tensioning.
Condition and safety	Condition report, residual life, component list and safety evidence; ToR Sections 3–8 and 14.
Completion and training	45 calendar days; at least 4 operators and 4 maintenance staff; at least 4 operating days of initial on-site support.
Warranty	Two full winter seasons and 1,000 hours per lift, until both thresholds are met; Section 17.

This table summarises and does not replace the ToR. Complete a separate compliance schedule for each lift with evidence references. The bid includes the Section 19 documents: technical solution, photographs and history, condition assessment, methodology, programme, personnel, subcontractors, local support, warranty and price schedule. A site visit is strongly recommended but is not made an exclusion criterion by this form.

Contract award criteria

5 Foreign documents and equal treatment

The dossier accepts equivalent evidence from the country of establishment and specifies accepted languages, translation and verification stage. Local registration and execution permits are addressed according to specific legal obligations; an ARBK certificate is not automatically required from every foreign bidder. Consortium or specialist capacities are considered under the ToR and applicable rules without relieving the Contractor of responsibility.

6 Financial comparison basis

Compare the combined total for two complete systems under the financial form and schedule, after permitted corrections. The Authority specifies the treatment of VAT and import costs in the comparison basis in advance and applies it equally. Optional items are not evaluated unless expressly required by the published dossier. An equipment-only price must not be compared with the price of installed and operational systems.

7 Authority fields to complete before publication

Single procurement regime and its basis: *The Law on the Kosovo Privatization Agency 04/L-34, the Public Procurement Law 04/L-042, and Regulation no.04-2025 on procurement procedures for SOEs*

Accepted languages and prevailing language: *English for foreign companies apart Croatia, Serbia, BeH and Montenegro*

Tax basis for comparison of tenders: VAT

Delivery term and importer: DDP

Tender validity and final securities: 90 days from publication of tender

Clarification deadline and submission channel: 28 Sep 2026 e-mail: **info@pak-ks.org**

Reference to final warranty and acceptance conditions: TOR

Read this annex with ToR Sections 18–22 and the final dossier. The same requirements must appear in the notice and all three language versions.